

THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER

BY-LAW 2017-42

BEING A BY-LAW TO ESTABLISH RULES AND REGULATIONS FOR CEMETERIES WITHIN THE MUNICIPALITY OF FRENCH RIVER

WHEREAS the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c. 33, licences and regulates Cemeteries, Crematoriums, Funeral Establishments, Burial Sites, Casket Retailing Businesses, Marker Retailing Businesses, and the Operation of Transfer Services;

AND WHEREAS, pursuant to Section 150 of Ontario Regulation 30/11 of the *Funeral, Burial and Cremation Services Act*, 2002, Cemetery Operators may make by-laws for the proper operation and management thereof;

AND WHEREAS the Corporation of the Municipality of French River is licensed to operate, maintain and regulate the St-David and Notre Dame de Lourdes Cemeteries;

AND WHEREAS it is deemed expedient to provide for the regulation of the St-David and Notre Dame de Lourdes Cemeteries;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER HEREBY ENACTS AS FOLLOWS:

Short Form Title: Cemetery By-law

This By-law governs the St-David Cemetery situated at 50 St David Street S, Noëlville, Ontario and the Notre-Dame de Lourdes Cemetery situated at 1124 Hwy 64, Alban, Ontario.

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1. DEFINITIONS

- a) **Bereavement Authority of Ontario:** administers provisions of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) on behalf of the Ministry of Government and Consumer Services.
- b) **Burial:** means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- c) **By-laws:** means the rules and regulations under which the Cemetery (and/or Crematorium) operates.
- d) **Care and Maintenance Fund:** is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights and scattering rights sold; and prescribed amounts for markers and monuments is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.
- e) **Cemetery:** means all cemeteries governed by the Cemetery Operator.
- f) **Cemetery Operator:** means the Municipality of French River.
- g) **Columbarium:** means a structure in a cemetery designed for the purpose of interring cremated human remains in compartments known as niches.
- h) **Contract:** means that for the purpose of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- i) **Corner Posts:** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- j) **Council:** means the Council of the Municipality of French River.
- k) **Grave:** (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.
- l) **Interment Right:** means the right to require or direct the interment of human remains or cremated human remains in a grave, lot or niche and direct the associated memorialization.
- m) **Interment Rights Certificate:** means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- n) **Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified lot.

- o) **Lot:** means a single grave space.
- p) **Manager:** shall mean the Cemetery Manager designated by the Cemetery Operator.
- q) **Marker:** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- r) **Monument:** means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- s) **Niche:** means an individual compartment in a columbarium for the entombment of cremated human remains.
- t) **Plot:** means two or more lots, sold as a single unit.
- u) **Urn:** means a container designed to hold cremated human remains.
- v) **Vault:** means an underground burial container for a casket or coffin.

2. GENERAL INFORMATION

2.1 Administration

- a) The Cemetery Operator designates the Municipal Clerk of the Municipality of French River as Cemetery Manager, the Cemetery Manager may designate as many assistants as may be required from time to time.
- b) The Cemetery Manager and /or his assistants shall:
 - observe and carry out all of the provisions of this By-law, the *Funeral, Burial and Cremation Services Act*, and regulations made under the Act;
 - make, open and close all graves or niche in the Cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council;
 - attend all interments held in the Cemetery and fill in all graves immediately after interments;
 - attend to the regular and proper maintenance of the Cemetery;
 - perform such other duties as Council may require from time to time;
 - the Cemetery Manager, may, in writing, delegate any responsibilities or duties to other Cemetery staff.

2.2 Hours of Operation

- a) The Cemeteries shall be open daily from sunrise to sunset during burial season.
- b) The burial season shall be from May 15 to November 15 as weather permits, Monday to Saturday excluding Statutory Holidays.

2.3 General Conduct

- a) The Cemetery Operator reserves full control over the Cemetery operations and management of land within the Cemetery grounds.
- b) No person may damage, destroy, remove or deface any property within the Cemetery.
- c) All visitors should conduct themselves in a quiet and respectful manner at all times and shall not disturb any service being held. Children under the age of twelve (12) years shall be accompanied by an adult.
- d) Vehicles within the Cemetery shall be driven at a speed less 15km/hr and shall not park or drive on the grass. Owners of vehicles shall be held liable for any damage caused by their drivers or vehicles. No motorized snow vehicles or off-road vehicles shall be permitted in the Cemetery.
- e) Pets must be kept on a short leash at all times and it is the responsibility of the pet owner to ensure proper clean-up of the animal is maintained at all times.
- f) Any person who damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery, is liable to the Municipality and any interment rights holder, who, as a result, incurs damage. The amount of damage will be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person.
- g) Any complaints shall be made in writing to the Cemetery Operator as per the Municipal Complaint Policy.
- h) Any person, who violates any of the Cemetery rules and regulations, may be expelled from the Cemetery grounds.

2.4 Liability

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment.

2.5 Public Register

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

2.6 Rights to Re-survey

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

3. SALE, CANCELLATION, TRANSFER AND RESALE OF INTERMENT RIGHTS

3.1 Original Sale

- a) Interment Rights may be purchased from the Cemetery Operator at the charges filed with and approved by Council as per the Price List.
- b) Purchasers of Interment Rights acquire only the right to direct/consent to the burial of human remains, the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-laws.
- c) In accordance with Cemetery By-laws, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the Interment Rights have been paid in full.
- d) An Interment Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full and will be provided with the following documents:
 - copies of the By-law, price list, and signed Certificate of Interment Rights and Contract
 - copy of the Consumer Information Guide
- e) Interment Rights for lots shall be sold in rotation. Special selection may be permitted for extraordinary cases by the Cemetery Manager.
- f) The Cemetery Manager may permit a purchaser to finance the purchase to a maximum of ninety (90) days from the date of the execution of the account. If the purchaser does not pay the full purchase price within the ninety (90) days, then the contract shall be of no further effect and all monies paid by the purchaser shall be refunded, except those which have been applied to the Care and Maintenance Fund.

3.2 Cancellation of Interment Rights within 30 Day Cooling-Off Period

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

3.3 Cancellation of Interment Rights after the 30 Day Cooling-Off Period

A purchaser also has the right to cancel an interment rights contract after the thirty (30) days of signing the interment rights contract. Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

3.4 Resale of Interment Rights after 30 Day Cooling-Off Period

Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

3.5 Care and Maintenance Fund Contributions

It is a requirement under the FBCSA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

3.6 Requirements for the resale or transfer of interment rights

- a) An interment rights holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights.
- b) Interment rights holders may first offer the interment rights to the cemetery operator. If the Cemetery Operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's By-laws.
- c) If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.
- d) The interment rights holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the Operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:
 - an interment rights certificate endorsed by the current rights holder
 - if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
 - any other documentation in the interment rights holder(s) possession relating to the rights
- e) The third party purchaser will be provided with the following documents by the Cemetery Operator:
 - an interment rights certificate endorsed by the current rights holder
 - a copy of the cemetery's current by-laws
 - a copy of the cemetery's current price list
 - if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
 - any other documentation in the interment rights holder(s) possession relating to the rights

- f) The Cemetery Operator will require:
- a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser
 - confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights
 - record the date of transfer of the interment rights to the third party;
 - the name and address of the third party purchaser(s)
 - a statement of any money owing to the Cemetery Operator in respect to the interment rights.
- g) Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.
- h) Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the Cemetery By-laws and the FBCSA.
- i) The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery Operator's current price list.

4. INTERMENTS AND DIS-INTERMENTS

4.1 Interments

- a) Interment holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- b) A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Manager prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Manager prior to the burial of cremated remains taking place.
- c) In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- d) Payment must be made to the Cemetery Operator before a burial or entombment of human remains taking place according to the price list. Persons or their agents requesting the interments will be held responsible for charges incurred.
- e) Notice of each interment shall be given to the Cemetery Manager not less than a 24 hours in advance, 10 hours of which must be regular working hours. Notice shall be given by the interments rights holder, or by the owner's agent.

- f) The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery Operator. A representative of the Cemetery Operator shall be in attendance at each interment.
- g) Cremated remains are not permitted to be scattered on a grave or in the Cemetery.
- h) Not more than one interment shall be allowed in any lot except the following;
 - up to two (2) cremated human remains in a Cremation Lot;
 - up to eight (8) cremated human remains in a Regular Lot;
 - up to two (2) cremated human remains and one (1) casketed human remains in a Regular Lot;
 - up to two (2) cremated human remains in an exterior niche unit in a Columbarium, note that the interior size of the niche is 12" X 12" X 12".
- i) In those cases where the first burial in a Regular Lot is a regular casket interment at a sufficient depth (6'), an infant burial above is permitted at 3' depth.
- j) Temporary storage of a casket bearing human remains may be made in a building in the cemetery provided that all such entombments shall cease no later than the fifteen day of May of the next year, or as weather permits.
- k) When concrete vaults are used, they will be installed by the supplier who shall use his own equipment. Notice must be given in advance to the Cemetery Manager when vaults are being used to ensure the burial is a sufficient size.

4.2 Disinterment

- a) Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received by the Cemetery Operator before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.
- b) In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

5. CARE OF LOTS AND COLUMBARIUMS

5.1 Care and Maintenance Fund

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-leveling and sodding or seeding of lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

5.2 Articles prohibited and permitted

- a) The Cemetery Operator reserves the right to disallow or remove articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- b) No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- c) No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator.
- d) Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- e) Artificial flowers or wreaths are permitted in all sections of the cemetery except on flat markers, as long as they are properly secured to a monument or contained so as not to impede grass cutting. The Cemetery Operator reserves the right to remove such artificial flowers once they become unsightly.
- f) Flowerbeds are permitted in all sections of the cemetery except in the Cremation Lot Section of the Cemetery. Flowerbeds will be no greater than 14" out from the front of the foundation to a maximum of 34" from the top of the plot. Borders around flowerbeds may be a maximum of 2" above ground level in height and must be made of granite or stone; absolutely no cement, plastic, wire, wood or glass.
- g) If any existing trees, shrubs or flowers situated in any lot have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, inconvenient to the public or unsightly, the Cemetery Operator may remove them or parts thereof without notice.

- h) No lot will be defined by a fence, railing, wall cut-stone coping, hedge, embankment, depression or other marks other than corner-posts level with the sod to define its corners or boundaries.
- i) No person shall change the framing or grade of any lot, and in case of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the interment rights holder.
- j) In the case of a Columbarium, no person shall:
 - affix or have affixed any attachments or decorations to the columbarium wall;
 - place any flower, wreath or ornament against or near any part of the columbarium;
 - place any glass vase or other breakable item around the columbarium; or
 - otherwise decorate, adorn, improve, or alter the columbarium or niche unit in any way without prior written approval of the Cemetery Operator.
- k) The Cemetery Operator is not responsible for loss or damage to any articles left upon any lot or plot.

6. MARKERS, MONUMENTS AND NICHE PLATES

6.1 General provisions

- a) No memorial or other structure shall be erected or permitted on a lot or niche until the purchase price and any other outstanding charges have been paid in full.
- b) The applicable contribution to the Care and Maintenance of the memorial shall be paid prior to installation.
- c) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- d) The Cemetery Operator reserves the right to determine the maximum size of markers and monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments and in accordance with the provisions of Section 6.2 & 6.3.
- e) A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: the interment rights holders' name, the dimensions, material of structure, construction details, and proposed location.
- f) A seven (7) day notice of any installation or memorialization shall be given to the Cemetery Manager. Once the approval of the location is obtained from the Cemetery Manager, the location will be identified prior to the installation.
- g) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

- h) The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- i) Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- j) The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- k) All monuments and markers shall be constructed of bronze, granite or marble. Candleholders, statues and vases may constitute part of a monument if they are made principally of bronze, marble, or granite and are securely bolted to the monument or monument base.
- l) Temporary markers, normally provided by Funeral Homes, are permitted for a period of twelve months from date of burial.

6.2 Monuments

- a) All concrete foundations for monuments shall be constructed and installed by an authorized monument dealer at the expense of the interment rights holder. Foundations will extend by three (3) inches the perimeter of the granite base and a minimum of six (6) inches thick to be installed at ground level.
- b) One (1) upright monument shall be erected on a regular lot within the designated space and must be placed at the center of the head of the lot except where alignment with existing nearby monuments justifies another location.
- c) On a single regular lot, monuments including the base will not exceed forty two (42) inches in height above ground level by thirty (30) inches in width and twenty (20) inches in depth. On a multiple grave lot, monuments including the base will not exceed forty two (42) inches in height above ground level by sixty (60) inches in width and twenty (20) inches in depth.

6.3 Markers

- a) Every marker shall be flush and level with the ground.
- b) On a single cremation lot, markers will not exceed twenty (20) inches in width by eighteen (18) inches in depth with a minimum thickness of four (4) inches.
- c) On a regular lot or on a multiple cremation lot, markers will not exceed thirty six (36) inches in width by twenty (20) inches in depth with a minimum thickness of six (6) inches.
- d) One (1) marker shall be installed on a cremation lot within the designated space and must be placed at the center of the head of the lot except where alignment with existing nearby monuments justifies another location.
- e) If there is more than one burial in a regular lot, there may be one marker for each interred remains as permitted in Section 4.1 h).

6.4 Niche Plate

- a) To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering.
- b) The niche plate shall identify the name, date of birth and date of death of each person whose cremated remains are interred or to be interred in the Niche, and shall be prepared in accordance with the prescribed format and style.

7. RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

- a) Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator's Office and provide the necessary approvals before commencing work at any location on the cemetery property.
- b) Prior to the start of any said work, contractors must provide proof of:
 - WSIB coverage
 - Occupational Health and Safety compliance standards
 - Environmental Protection
 - WHMIS
 - Evidence of liability insurance of not less than Two Million Dollars (\$2,000,000)
- c) All Cemetery By-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- d) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- e) No work will be performed at the cemetery except during the regular business hours of the cemetery.
- f) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- g) Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

8. BY-LAW AMENDMENTS

- a) The cemetery shall be governed by these by-laws, and all procedures will comply with the *Funeral Burial & Cremation Services Act, 2002* (FBCSA) and Ontario Regulation 30/11, which may be amended periodically.
- b) All by-law amendments must be:
 - published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - conspicuously posted on a sign at the entrance of the cemetery; and
 - delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.
- c) All by-laws and by-law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario.

9. SCHEDULES

Schedule “A” - Certificate of Interment Rights

Schedule “B” - Contract for Purchase of Interment Rights or Cemetery Supplies or Services

Schedule “C” - Price List

10. ENACTMENT & REPEAL

This By-law shall come into effect and take force upon receiving the approval of the Registrar under the *Funeral, Burial and Cremation Services Act, 2002* and upon receiving Third Reading by the Municipal Council of the Municipality of French River.

That By-law 2006-1 is hereby repealed.

READ A FIRST AND SECOND TIME THIS 13th DAY OF SEPTEMBER, 2017

READ A THIRD TIME AND FINALLY PASSED ON THIS 1st DAY OF NOVEMBER, 2017



Schedule 'A' to Cemetery By-law 2017-42
Municipality of French River
44 St. Christophe Street, Noëlville, Ontario, P0M 2N0
Telephone: 705-898-2294 - Facsimile: 705-898-2181
www.frenchriver.ca

CERTIFICATE OF INTERMENT RIGHTS

Certificate No. _____

Interment Rights Holder(s): The Interment Rights Holder(s) listed below have the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name:		Rights Holder Name (additional):	
Address:		Address:	
City:	City:	Province:	Province:
Postal Code:		Postal Code:	

Cemetery Name:	
Cemetery Address:	
Interment Right Location:	Interment Right Type:
Price:	Care & Maintenance Contribution:
Interment Right Dimension:	
Interment Right Capacity:	
Memorialization Permitted as per Section 6 of the Cemetery By-law.	
<i>Refer to the Cemetery By-law provided to you at the time of purchase for a complete listing of by-laws that apply to your specific Interment Right.</i>	

The Cemetery Operator permits the resale or transfer of interments rights, please refer to Section 3.6 of the Cemetery By-law for requirements.

The Interment Rights Certificate must be returned to the Cemetery Operator if the Rights Holder(s) wish to transfer their rights to a third party purchaser, a transferee, or back to the Cemetery Operator. If the original Interment Rights Certificate is misplaced the cemetery operator must issue a duplicate certificate in order to complete the transfer of ownership of the Interment Right, and the cemetery operator is entitled to charge an administration fee (as shown on the cemetery's price list) for the issuance of a duplicate certificate.

Cemetery Manager

Date of Issue/Transfer



CEMETERY CONTRACT FOR LICENSED SUPPLIES OR SERVICES

(Reference section 121 of Ontario Regulation 30/11 made under the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA))

IN _____ CEMETERY
Operated by the Municipality of French River 44 St. Christophe Street, Noëlville, Ontario, P0M 2N0

Date of purchase: (day/month/year): _____

Certificate number: _____

This Contract is between the Cemetery Operator and the Purchaser:

Concerning cemetery Interment Rights for the Recipient(s) as identified in this contract.

The purchaser (if different than the recipients) represents being legally authorized or charged with the responsibility for the recipient(s) cemetery Interment Rights and cemetery Pre-Paid supplies and services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, heirs, executors, administrators, successors, and assigns.

PURCHASER INFORMATION

Name _____

Full Address _____

Telephone _____

Purchaser's relationship to the Recipient _____

RECIPIENT INFORMATION (Deceased, if applicable)

Name _____

Full Address _____

Date of birth _____

Date of death _____

****Add more Recipients if required***

ITEMS PURCHASED

At-Need _____ Pre-Need _____

Interment Rights Prices:

Adult Lot (4x10) \$ _____

Cremation Lot (2x2) \$ _____

Exterior Niche Unit \$ _____

Lot or Niche Location: _____

Interment Services Prices:

Adult Casket \$ _____

Infant Casket \$ _____

Cremated Remains \$ _____

Metal/Concrete Vault \$ _____

Additional Services Prices:

Disinterment and reburial \$ _____

Disinterment and reburial in another cemetery \$ _____

Transfer of deed \$ _____

Recording change of ownership \$ _____

Issuing new deed \$ _____

Subtotal: \$ _____

HST: \$ _____

Total: \$ _____

Deposit and/or Payment Plan Description: _____

(as permitted in Section 3.1.f)

Memorialization: One (1) Upright monument only centered on a regular grave, size as prescribed in the cemetery by-laws.

Interments Rights included: One (1) full size traditional interments and up to two (2) cremation interments and up to two (2) cremation interments in a cremation lot and a niche wall unit, as prescribed in the cemetery by-laws.

Contract Terms and Conditions: If the above Interment Rights have not been used the Purchaser may in writing to the owner within thirty (30) days from the signing of the contract cancel this contract for a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-laws is required for interments, cremation, entombments, disinterments and the placement of markers, monuments, inscriptions or ceramic photos.

The Cemetery Operator permits the resale or transfer of Interment Rights after 30 days as prescribed in the cemetery by-laws.

Subdivision of Interment Rights: No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the FBCSA and section 166 of Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

- (a) Installation of a flat marker measuring less than 1,116.13 sq. cms. (173 sq.in.) the amount is \$0.00.
- (b) Installation of a flat marker measuring over 1,116.13 sq. cms. (173 sq.in.) the amount is \$50.00.
- (c) Installation of an upright monument measuring 1.22 m. (4 ft.) or less in height or length, including the base the amount is \$100.00.
- (d) Installation of an upright monument measuring more than 1.22 m. (4 ft.) in either height or length, including the base the amount is \$200.00.

Rights Holder(s) request to remove memorialization: A marker, monument, or memorialization purchased by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

Causes beyond the Cemetery Operator’s control: The cemetery operator cannot be responsible if prevented from carrying out this contract from causes beyond its control.

Payment terms: The Interment Right must be paid in full before any burial or memorialization can take place or until the issue of the Interment Rights Certificate. Financing of the purchase price may be permitted as prescribed in the cemetery by-laws.

Cancellation of Contract within 30 days

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Cancellation of Contract after 30 Days

A purchaser also has the right to cancel an interment rights contract after the thirty (30) days of signing the interment rights contract. Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Personal Information: The purchaser acknowledges and provides consent to permit the Municipality of French River to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the cemetery/crematorium public register. The Purchaser also understands that the Municipality does not rent or sell personal information to third party organizations.

Consumer Information Guide and Price List: By initialling below, the Purchaser acknowledges receiving a copy of the Bereavement Authority of Ontario Consumer Information and the cemetery operator’s price list at the time of entering into this contract.

_____ I hereby acknowledge I have been offered and/or received a copy of the Bereavement Authority of Ontario Consumer Information Guide and this cemetery operator’s price list.

I have reviewed the contract’s terms and conditions and hereby confirm that the Interment Rights, as specified in this contract are complete and correct. I direct the operator to proceed with the issuance of the Interment Right(s), as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

_____ I hereby acknowledge I have received and reviewed a copy of the cemetery’s by-laws.

The terms and conditions set out in this contract expire in 30 days unless executed by the purchaser and the operator. The contract date set out below is the date on which this contract is accepted by the operator.

I acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the operator in accordance with the contract’s terms and conditions.

Purchaser: _____ Date: _____

Accepted on behalf of the Cemetery Operator by:

Cemetery Manager Name: _____ Licence #: _____

Cemetery Manager Signature: _____



Schedule 'C' to Cemetery By-law 2017-42
(Amended by By-law 2021-72)
Municipality of French River
44 St. Christophe Street, Noëlville, Ontario, P0M 2N0
Telephone: 705-898-2294 - Facsimile: 705-898-2181
www.frenchriver.ca

PRICE LIST

Cemeteries:

Notre Dame de Lourdes Cemetery situated at 1124 Hwy 64, Alban, Ontario

St-David Cemetery situated at 50 St David Street S, Noëlville, Ontario

Persons in charge of day to day operations:

Sylvie Courchesne, Administrative Assistant

Mélanie Bouffard, Clerk

Telephone: 705-898-2294

1. SALE OF INTERMENT RIGHTS

(and contributions to the care and maintenance fund/account)

Type of Lot	Size	Selling Price		Total Selling Price	HST	Total
		Interment Rights	Care and Maintenance			
Regular Lot	4' x 10'	\$300.00	\$290.00	\$590.00	\$76.70	\$666.70
Cremation Lot	2' x 2'	\$120.00	\$175.00	\$295.00	\$38.35	\$333.35

*Regular Lot is suitable to contain up to eight (8) cremated human remains or up to two (2) cremated human remains and one (1) casketed human remains.

* Cremation Lot is suitable to contain up to two (2) cremated human remains.

2. INTERMENT FEES

(charges to open and close grave)

Type of Fee	Sub-total	HST	Total
Adult Casket	\$500.00	\$65.00	\$565.00
Adult Casket - Saturday Interment	\$600.00	\$78.00	\$678.00
Infant Casket	\$150.00	\$19.50	\$169.50
Cremated remains	\$200.00	\$26.00	\$226.00
Cremated remains - Saturday Interment	\$250.00	\$32.50	\$282.50
2 nd Entombment of Cremated Remains in Niche	\$150.00	\$19.50	\$169.50
Cremated remains - Saturday Interment/Entombment	\$200.00	\$26.00	\$226.00
Exterior Vault (additional fee)	\$100.00	\$13.00	\$113.00
Use of storage vault	None	None	None

3. DISINTERMENT

Type of Fee	Sub-total	HST	Total
Disinterment and reburial in any other location in the same cemetery - Adult Casket	\$1,000.00	\$130.00	\$1,130.00
Disinterment and reburial in any other location in the same cemetery - Cremated Remains	\$400.00	\$52.00	\$452.00
Disinterment for reburial in another cemetery	\$500.00	\$65.00	\$565.00

4. COLUMBARIUM EXTERIOR NICHE WALL FEES - Notre Dame de Lourdes Cemetery

Levels	Selling Price		Total Selling Price	1 st Entombment	Etching	Sub-total	HST	Total
	Interment Rights	Care and Maintenance						
F	\$828.75	\$165.00	\$993.75	\$150.00	\$300.00	\$1,443.75	\$187.69	\$1,631.44
E	\$743.75	\$165.00	\$908.75	\$150.00	\$300.00	\$1358.75	\$176.64	\$1,535.39
D	\$743.75	\$165.00	\$908.75	\$150.00	\$300.00	\$1358.75	\$176.64	\$1,535.39
C	\$743.75	\$165.00	\$908.75	\$150.00	\$300.00	\$1358.75	\$176.64	\$1,535.39
B	\$658.75	\$165.00	\$823.75	\$150.00	\$300.00	\$1273.75	\$165.59	\$1,439.34
A	\$573.75	\$165.00	\$738.75	\$150.00	\$300.00	\$1188.75	\$154.54	\$1,343.29

5. COLUMBARIUM EXTERIOR NICHE WALL FEES - St. David Cemetery

Levels	Selling Price		Total Selling Price	1 st Entombment	Etching	Sub-total	HST	Total
	Interment Rights	Care and Maintenance						
1	\$828.75	\$165.00	\$993.75	\$150.00	\$300.00	\$1,443.75	\$187.69	\$1,631.44
2	\$743.75	\$165.00	\$908.75	\$150.00	\$300.00	\$1358.75	\$176.64	\$1,535.39
3	\$658.75	\$165.00	\$823.75	\$150.00	\$300.00	\$1273.75	\$165.59	\$1,439.34
4	\$573.75	\$165.00	\$738.75	\$150.00	\$300.00	\$1188.75	\$154.54	\$1,343.29

6. FEES FOR ETCHING/ENGRAVING ON EXTERIOR NICHE WALL

(Price for initial etching/engraving of names/dates on each niche wall is included in the Niche price.)

Type of Fee	Sub-total	HST	Total
Small Artwork, per item (scene, verse, emblem)	\$135.00	\$17.55	\$152.55
Large Artwork, per item (scene, verse, emblem)	\$185.00	\$24.05	\$209.05
To complete previously inscribed unit (example: year of death)	\$150.00	\$19.50	\$169.50
Portrait, various options available at the St. David Cemetery Unit	*fees depend on option chosen and are determined by the service provider		

<u>Option #1</u>	<u>Option #2</u>
Last Name First Name Year of Birth/Death	Last Name First Name Year of Birth/Death First Name Year of Birth/Death

7. CONTRIBUTION TO CARE & MAINTENANCE FOR MARKER MAINTENANCE

Type of Fee	Sub-total
Flat marker measuring less than 1,116.13 cm ² (173 in ²)	\$0.00
Flat marker measuring at least 1,116.13 cm ² (173 in ²)	\$ 100.00
Upright monument measuring 1.22 m (4ft) or less in height and 1.22m (4 ft) or less in length, including the base	\$ 200.00
Upright monument measuring more than 1.22 m (4ft) in either height or length, including the base	\$ 400.00

8. TRANSFER FEES

Type of Fee	Sub-total	HST	Total
Transfer of deed	\$ 10.00	\$ 1.30	\$ 11.30
Recording change of ownership	\$ 10.00	\$ 1.30	\$ 11.30
Issuing new deed	\$ 10.00	\$ 1.30	\$ 11.30